

DENNIS M. COTA, Bar No. 127992  
DEREK P. COLE, Bar No. 204250  
SCOTT E. HUBER, Bar No.  
COTA DUNCAN & COLE  
2241 Douglas Boulevard, Suite 250  
Roseville, CA 95661  
Telephone: (916) 780-9009  
Facsimile: (916) 780-9050

Attorneys for Defendants  
County of Madera, Angela Basch,  
Mark Meyers and Gary Gilbert

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA  
FRESNO DIVISION

ERNEST MERRILL, LILA MERRILL,  
Plaintiffs,

v.

COUNTY OF MADERA AN ENTITY  
UNKNOWN, ANGELA BASCH  
INDIVIDUALLY AND AS AN  
EMPLOYEE OF MADERA COUNTY,  
MARK MEYERS INDIVIDUALLY AND  
AS AN EMPLOYEE OF MADERA  
COUNTY, GARY GILBERT  
INDIVIDUALLY AND AS AN AGENT  
FOR MADERA COUNTY AND DOE  
DEFENDANTS 1 TO 10,

Defendants.

Case No. CIV F-05-0195 AWI SMS

STIPULATION AND PROPOSED ORDER

Trial Date: April 3, 2007

STIPULATION AND PROPOSED ORDER

Through their respective counsel, Plaintiffs, Ernest and Lila Merrill (collectively, “Merrill”); Defendants, County of Madera, Angela Basch, Gary Gilbert, and Mark Meyers (collectively, “County”); and Counter-Defendants Duane Jones, Pia Burrough-Pond, John Burrough, Rose Medford, and Kristin McFall (collectively, “Purchaser Defendants”), who collectively are referred to as the “Settling Parties,” stipulate as follows:

1. In this action, the County has asserted counter-claims against Merrill and cross-claims against the Purchaser Defendants for (1) County Code violations, (2) public nuisance, (3) illegal subdivisions, and (4) declaratory relief.

2. The County agrees to dismiss all the counter-claims and cross-claims with prejudice. Per Federal Rule of Civil Procedure 41(a)(1)(ii), the County accordingly requests that the Court order the dismissal.

3. In agreeing to dismissal of all cross-claims and counter-claims, no Settling Party makes any admission as to the merit of those claims. No evidence regarding the dismissal of the claims shall be offered for or against any Settling Party at trial. Further, per Federal Rule of Evidence 408, this Agreement, and all discussions and correspondence leading to the Agreement, shall not be admissible as evidence for or against any Settling Party.

4. Each Settling Party shall bear its own attorneys’ fees and expenses as to the counter-claims and cross-claims.

Dated: March 31, 2007

LAW OFFICE OF LAYNE HAYDEN

By: /s/ Layne E. Hayden  
Layne E. Hayden  
Scott Lyons  
Attorneys for Plaintiffs  
Ernest Merrill and Lila Merrill

1 Dated: March 19, 2007

COTA DUNCAN & COLE

2  
3 By: /s/ Dennis M. Cota  
4 Dennis M. Cota  
5 Derek P. Cole  
6 Attorneys for Defendants  
7 County of Madera, Angela Basch, Gary  
8 Gilbert, and Mark Meyers

9 Dated: March 14, 2007

LAW OFFICE OF RICHARD ARCHBOLD

10  
11 By: /s/ Richard M. Archbold  
12 Richard M. Archbold  
13 Attorney for Cross-Defendants  
14 Rose Medford and Kristin McFall

15 Dated: March 22, 2007

NUTTING AND JORGENSEN

16  
17 By: /s/ Kenneth Jorgensen  
18 Kenneth Jorgensen  
19 Attorney for Cross-Defendants  
20 Duane Jones, Pia Burrough-Pond, and  
21 John Burrough

22 ORDER

23 Based on the above stipulation of all parties to this action, the Court directs the Clerk to  
24 dismiss all the County's counterclaims against Plaintiffs, Ernest and Lila Merrill, and all the  
25 County's cross-claims against Counter-Defendants Rose Medford, Kristin McFall, Duane Jones,  
26 Pia Burrough-Pond, and John Burrough.

27 IT IS SO ORDERED.

28 Dated: April 21, 2007

/s/ Anthony W. Ishii  
UNITED STATES DISTRICT JUDGE